



WILLIAM T FUJIOKA  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION  
LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

April 22, 2008

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**COMMUNITY AND SENIOR SERVICES DEPARTMENT: APPROVAL TO ALLOCATE  
FUNDS AND AMEND CONTRACTS TO EXTEND THE  
ADULT PROTECTIVE SERVICES (APS) EMERGENCY SHELTER  
PROGRAM FOR CALENDER YEAR (CY) 2008  
(2, 3, 4 and 5 DISTRICTS) (3-VOTES)**

**SUBJECT:**

This Board letter requests approval to extend current contracts with ten agencies for the Adult Protective Services Emergency Shelter Program and allocate funds for the extension through December 31, 2008. This represents an 8 month extension beyond the April 30, 2008 contract expiration date. The time extension will allow the Department to complete the solicitation process for a new three year contract. The APS program provides emergency shelter to APS elder and mentally or physically dependent adults who are victims of abuse and neglect

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve funding allocations for the continued provision of the APS Emergency Shelter Program in the amount of \$300,000, which will be used for currently funded service providers as indicated on Attachment I.
2. Delegate authority to the Director of Community and Senior Services (CSS), or designee, to execute contract amendments substantially similar to the enclosed amendment (Attachment II) with the 10 service providers listed on Attachment I in the amounts indicated for the continued provision of the APS Emergency Shelter Program. The amendment will extend the contract term for eight months effective May 1, 2008 through December 31, 2008.

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

3. Delegate authority to the Director of CSS, or designee, to execute amendments to increase or decrease original contract amounts based on contractor performance and availability of funding and provided that: (a) the amount of change does not exceed 25 percent of the original contract amount; (b) approvals of County Counsel, the Chief Executive Office (CEO), and Department of Public Social Services (DPSS) are obtained prior to any such amendment; and (c) the Director of CSS confirms in writing to the Board of Supervisors, the CEO, and DPSS within 30 days after execution that such amendments have been executed. This action assures full expenditure of funds and are consistent with the Board's policy requiring review of contractor performance.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On April 19, 2005, your Board delegated authority to the Director of CSS to execute contracts effective May 1, 2005 through April 30, 2006, with an option to extend contracts for two additional one year terms subject to contractor performance, availability of funding, and client needs.

Currently, the service providers' contracts for the program will expire on April 30, 2008. A contract extension is needed to have sufficient time to complete the APS Emergency Shelter Program Request for Statement of Qualifications (RFSQ) document to meet the needs of the DPSS and the CSS' Contracts Management Division.

The recommended actions will enable CSS to continue operation of the APS Emergency Shelter Program for CY 2008. This program is a State mandated program as required by the California Welfare and Institutions Code Section 15763. The shelter facilities are located throughout Los Angeles County and are licensed by the State to provide care and supervision of elders and dependent adults.

#### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended actions support the Countywide Strategic Plan Goal #1 Service Excellence by providing the public with easy access to quality information and services that are both beneficial and responsive.

#### **PERFORMANCE MEASURES**

The performance evaluation is aligned with the County's Performance Counts! Initiative. The Department will assess the agencies' performance through its analysis of program reports produced by the APS Planning Unit. The standard of performance measurement for program effectiveness is indicated by clients achieving the following positive outcome:

- Elimination of immediate risk/danger to client while receiving shelter services.

### **FISCAL IMPACT/FINANCING**

The APS Emergency Shelter Program is fully funded by the State Community Services Block Grant Fund, and is provided by the DPSS through intrafund transfer. There is no impact to the County general fund.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On April 19, 2005, your Board approved APS Emergency Shelter Program funding allocations for the period May 1, 2005 through April 30, 2006, with an option to extend contracts for two additional one year terms, subject to agency performance, availability of funds, and community needs. The current contracts are scheduled to expire April 30, 2008.

CSS will release a Request for Statement of Qualifications (RFSQ) in June 2008 to solicit applicant agencies to provide APS Emergency Shelter services for the three year funding cycle January 1, 2009 through December 31, 2011 pursuant to the State Regulation, Management and Office Procedures Purchase of Services Section 23-621, Contracts Periods. As this program operates through funding from the State, which limits contracts to a three year funding cycle, CSS obtained approval from the California Department of Social Services to extend contracts with the current providers for an additional eight month period effective, May 1, 2008 through December 31, 2008. All agencies recommended for funding with this action have been performing at or above contractual requirements.

There is a Memorandum of Understanding (MOU) between CSS and DPSS to provide APS Emergency Shelter Services to APS clients. Subject to availability of funding and CSS acceptable level of performance as evidenced in DPSS' monitoring under this MOU, the MOU is renewed each year. There is no impact on County general funds.

The CEO and DPSS have reviewed and concur with the recommended actions. County Counsel has reviewed and approved the amendment as to form.

### **CONTRACTING PROCESS**

All agencies being recommended for funding were successful in the Invitations to Bid process conducted by CSS in November 2004. A total of twenty-two agencies were initially funded for the initial one year contract which included an option to extend contracts for two additional one year terms. Of the twenty-two agencies, ten have opted to extend their contracts for the additional eight month term. Over the term of the three year contract funding cycle, twelve agencies did not opt to renew their contracts due to low referrals to their agencies or their inability to accommodate the specialized needs of the APS clients. The ten agencies listed in Attachment I have performed at or above the contractual requirements and are being recommended for continued funding with this action.

**MONITORING REQUIREMENT**

Service providers will be monitored annually for programmatic and fiscal contract compliance through the CSS Centralized Compliance Unit.

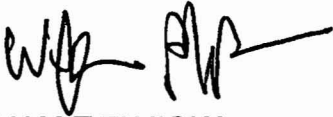
**IMPACT ON CURRENT SERVICES**

Continuation of the APS Emergency Shelter Program will allow agencies to continue providing APS Emergency Shelter Program Services to APS elder and mentally or physically dependent adults who are victims of abuse and neglect.

**CONCLUSION**

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to Ms. Carol Domingo, CSS, 3175 West Sixth Street, Room 403, and Los Angeles, CA 90020. Ms. Domingo may be reached at (213) 215-2564.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:SHR:MS  
GP:RG:cvb

Attachments 2

c: Raymond G. Fortner, Jr., County Counsel  
J. Tyler McCauley, Auditor-Controller  
Philip Browning, DPSS

**ADULT PROTECTIVE SERVICES EMERGENCY SHELTER PROGRAM  
EIGHT MONTH CONTRACT EXTENSION  
FUNDING RECOMMENDATIONS  
CY 2007**

<b>AGENCY</b>	<b>SUPERVISORIAL DISTRICT</b>	<b>AMOUNT RECOMMENDED</b>
Bel Air Guest Home	3	\$ 30, 000
Chris A. Keya Care Home	2	\$ 30,000
Country View Retirement Home	5	\$ 30,000
North Lake Villas	5	\$ 30,000
Palos Verdes Villa	4	\$ 30,000
Crisp Adult Residential Care Facility	2	\$ 30,000
Johnson Center for Behavioral Change	2	\$ 30,000
Manor House II	2	\$ 30,000
Regent Villas	4	\$ 30,000
Western-Ferndale Board and Care	3	\$ 30,000
<b>TOTAL</b>		<b>\$ 300,000</b>

Contract No. \_\_\_\_\_

Amendment No. 1

**COMMUNITY AND SENIOR SERVICES  
OF THE COUNTY OF LOS ANGELES  
ADULT PROTECTIVE SERVICES EMERGENCY SHELTER PROGRAMS  
AMENDMENT NO. ONE TO CONTRACT NO. \_\_\_\_\_  
FISCAL YEAR 2008**

REFERENCE IS MADE TO THE DOCUMENT ENTITLED "COUNTY OF LOS ANGELES ADULT PROTECTIVE SERVICES EMERGENCY SHELTER PROGRAM CONTRACT" ENTERED INTO BETWEEN THE COUNTY OF LOS ANGELES, THROUGH ITS DEPARTMENT OF COMMUNITY AND SENIOR SERVICES ("CSS"), AND «**AGENCYNAME**» ("CONTRACTOR") ADOPTED BY THE BOARD OF SUPERVISORS ON APRIL 19, 2005 AND FURTHER IDENTIFIED AS AGREEMENT NO. «**ContractNumber**», HEREINAFTER REFERRED TO AS "CONTRACT."

This Amendment is made and entered into by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and «**ContractorName**», hereinafter referred to as "CONTRACTOR."

**WHEREAS**, COUNTY has created an Adult Protective Services Emergency Shelter Program, pursuant to Section 15763 of the California and Welfare Institutions Code, herein after referred to as "Program."

**WHEREAS**, COUNTY has authority to provide emergency shelter services pursuant to California Government Code Sections 26227 and 3000

**WHEREAS**, the parties hereto have previously entered into the above referenced Contract for the purpose of providing emergency shelter services to prevent the abuse, neglect or exploitation of Elders and Dependent Adults and;

**WHEREAS**, on XXXXXXXXXXXXXXX, the Los Angeles County Board of Supervisors delegated authority to the Director of Community and Senior Services to amend this Contract for the following purposes: 1) to extend the Contract term (period of performance) for eight (8) months; and 2) to amend the Contract sum for the period of performance covering this Contract, for the continued provision of emergency shelter services to elders and dependent adults; and

**WHEREAS**, COUNTY has determined that CONTRACTOR'S performance has been satisfactory, that the need for services continues to exist, and that additional funding to increase such services is currently available; and

**WHEREAS**, COUNTY and CONTRACTOR desire to amend this Contract in accordance with the terms and conditions as set forth below:



**NOW, THEREFORE**, in consideration of the foregoing, effective upon execution by both parties, the Contract is amended as follows:

I. Part I: Section 1, Applicable Documents, is amended to read as follows:

1. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, and any amendments thereto, the Narrative Statement of Work, and addendums thereto, or among Exhibits and Attachments, said conflict or inconsistency shall be resolved by giving precedence as follows: 1) the Contract, and any amendments thereto; 2) Attachment A, Narrative Statement of Work 3) Exhibit A, Statement of Work Summary, Exhibit A-1, Statement of Work Summary Addendum 1, and any addendums thereto ; 3) all other Exhibits according to the following priority:

Exhibit B: Bidder's Attestation of Willingness to Consider GAIN/GROW Participants

Exhibit C: Safely Surrender Baby Law Fact Sheet

Exhibit D: CONTRACTOR'S Equal Employment Opportunity (EEO) Certification

Exhibit E: Drug Free Workplace Certification

Exhibit F: Prohibition Against Use of Child Labor

Exhibit G: Certification Regarding Lobbying

Exhibit H: Certification Regarding Debarment

Exhibit I: Certification Regarding Jury Service

Exhibit J: Certification of No Conflict of Interest

Exhibit K: Safely Surrendered Baby Law Fact Sheet

Exhibit L: Charitable Contributions Certification

Exhibit M: CONTRACTOR'S Obligation As a "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPPA)

1. CONTRACT: This Contract and the Attachments attached hereto, constitute the complete and exclusive statement of understanding between the parties, which supercedes all previous Contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract.
2. CONTRACT ADMINISTRATION: The Director of Community and Senior Services (hereinafter known as CSS) of the COUNTY, hereinafter called COUNTY PROGRAM DIRECTOR or designee, shall have full authority to act for the COUNTY in the administration of this Contract.
3. DEFINITIONS: Hereinafter the following terms will be used.
  - A. Community and Senior Services of Los Angeles COUNTY will be referred to collectively as "CSS".
  - B. The Director of Community and Senior Services will be referred to as the "COUNTY PROGRAM DIRECTOR" or designee.
  - C. The State of California Department of Social Services will be referred to as the "STATE".
  - D. The California Welfare and Institutions Code and the Health and Safety code will be referred to collectively as the "CODES".
  - E. The Adult Protective Services Emergency Shelter Program will be referred to as the "PROGRAM."
  - F. Day(s) means calendar day(s) unless otherwise specified.
  - G. Fiscal Year means May 1-April 30.
  - H. "Contract": Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Attachment A, Narrative Statement of Work, Exhibit A, Statement of Work Summary, and Exhibit A-1, Statement of Work Summary Addendum 1.
- II. Part II: Further Terms & Conditions, Section 1, Term, Subsection 1.1 is added to read as follows:
  - 1.1 The Contract shall be extended for a total time period not to exceed 8 (eight) months, commencing May 1, 2008 through December 31, 2008.



- III. Part II: Further Terms & Conditions, Section 2, Maximum Obligation of County, Subsection 2.1 is added to read as follows:
- 2.1 The maximum total Contract sum for the 8 (eight) month period commencing May 1, 2008, continuing for a total time period not to exceed 8 (eight) months is **\$«New KAmount» (Written K Amount dollars)**.
- IV. Part II: Further Terms & Conditions, Section 4, Assignments and Subcontracts, is deleted in its entirety.
- V. Part II: Further Terms & Conditions, Section 30, COUNTY Policy on Doing Business with Small Business, is amended to read as follows:
30. Local Small Business Enterprise Preference Program
- 30.1 This Contract is subject to the provisions of COUNTY's ordinance entitled local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 30.2 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 30.3 CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 30.4 If CONTRACTOR has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and CONTRACTOR knew, or should have known, that the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, CONTRACTOR shall:

- Pay to the COUNTY any difference between the Contract amount and what the COUNTY's costs would have been if the Contract had been properly awarded;
- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Contract; and
- Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of CONTRACTOR Non-responsibility and CONTRACTOR Debarment).

The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and COUNTY's Office of Affirmative Action Compliance of this information.

- 30.5 Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

VI. Part II: Further Terms & Conditions, Section 32, Delegations and Assignments is amended to read as follows:

32. Delegations and Assignment

- 32.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subsection, COUNTY consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims, which CONTRACTOR may have against COUNTY.
- 32.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange,

assignment, or divestment is affected in such a way as to give majority control of CONTRACOTR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

- 32.3 Any assumption, assignment, delegation, or takeover of any of CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

VII. Part II: Further Terms & Conditions, Section 33, Description of Services, is amended to read as follows:

33. CONTRACTOR agrees to provide services in the form as described in this Contract and Attachment A, Narrative Statement of Work, attached hereto and incorporated herein as reference.

CONTRACTOR shall provide to eligible persons the supportive services set forth in Attachment A, Narrative Statement of Work, Exhibit A, Statement of Work Summary, and Exhibit A-1, Statement of Work Summary Addendum 1, which includes but is not limited to the following:

- A. Description of the service and CONTRACTOR's program relating thereto;
- B. The time(s) and location(s) of service availability;
- C. Description of the facilities and equipment involved in providing the service; and
- D. List of personnel who are to perform the service stating separately for each job position, the job title, the job qualifications, the salary, and a description of duties.

- VIII. Part II: Further Terms & Conditions, Section 45, Indemnification, is amended to read as follows:

45. Indemnification

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

- IX. Part II: Further Terms & Conditions, Section 70, Safely Surrendered Baby Law, is amended to read as follows:

70. Safely Surrendered Baby Law

70.1 CONTRACTOR's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law.

CONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY Contractors to voluntarily post COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at CONTRACTOR's place of business. CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. COUNTY's Department of Community and Senior Services will supply CONTRACTOR with the poster to be used. Information on how to receive the poster can be found at [www.babysafela.org](http://www.babysafela.org).

70.2 Notice to Employees Regarding the Safely Surrendered Baby Law.

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit K of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

- X. Part II: Further Terms & Conditions, Section 88, Recycled Bond Paper, is added to read as follows:

88. Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

- XI. Part II: Further Terms & Conditions, Section 89, Transitional Job Opportunities Preference Program, is added to read as follows:

89. Transitional Job Opportunities Preference Program

89.1 This Contract is subject to the provisions of the COUNTY's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

89.2 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

89.3 CONTRACTOR shall not willingly and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

89.4 If CONTRACTOR has obtained COUNTY certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and CONTRACTOR knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, CONTRACTOR shall

- Pay to the COUNTY any difference between the Contract amount and what the COUNTY's costs would have been if the Contract had been properly awarded;

- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Contract; and
- Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of CONTRACTOR Non-responsibility and CONTRACTOR Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

**XII. Part II: Further Terms & Conditions, Section 90, CONTRACTOR's Obligations As a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA), is added to read as follows:**

**90. CONTRACTOR's Obligations As a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996**

COUNTY is subject to the Administrative Simplification requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, CONTRACTOR provides services to COUNTY and CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Exhibit M in order to provide those services. COUNTY and the CONTRACTOR therefore agree to the terms of Exhibit M, CONTRACTOR's Obligations As a "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

**XIII. Part II: Further Terms & Conditions, Section 91, COUNTY's Quality Assurance Plan, is added to read as follows:**

**91. COUNTY's Quality Assurance Plan**

COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action



measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

- XIV. Part II: Further Terms & Conditions, Section 92, CONTRACTOR's Charitable Activities Compliance, is added to read as follows:

92. CONTRACTOR's Charitable Activities Compliance

The Supervision of Trustee and Fundraisers for Charitable Purpose Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 12662, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTOR to complete the certification, Exhibit L, Charitable Contribution Certificate, COUNTY seeks to ensure that all County Contractors which receive or raise charitable contributions, comply with the California law in order to protect Los Angeles County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach, subjecting it to either contract termination or debarment proceedings or both. (Los Angeles County Code Chapter 2.202).

- XV. Attachment A, Narrative Statement of Work, Part II, Initial Placements, Section 1, is amended to read as follows:

CONTRACTOR understands that:

- 1 (a) CONTRACTOR understands that CONTRACTOR must place APS client referrals and provide APS clients with an individual bed and all necessary meals and medications as needed.
- 1 (b) Initial placement of an APS client must be authorized in advance in writing by an APS Worker. If the CONTRACTOR admits a client without the necessary authorization, the COUNTY will withhold payment, except as indicated in Section III.

- XVI. Attachment A, Narrative Statement of Work, Part IV, Transportation Services, Section 1, is amended to read as follows:

CONTRACTOR understands that:

- 1 If necessary, CONTRACTOR is to transport client as follows:
  - To the facility for admission
  - To the hospital/doctor's office for a medical assessment

- XVII. The attached Exhibit A-1, Statement of Work Summary Addendum 1, is added and is an addendum to Exhibit A, Statement of Work Summary.
- XVIII. Exhibit C, Safely Surrender Baby Law Fact Law Sheet is deleted in its entirety and replaced with Exhibit C, Safely Surrendered Baby Law Fact Sheet, which is attached as Attachment I.
- XIX. Exhibit L, Charitable Contributions Certification is added as an Exhibit to the Contract and is attached as Attachment II.
- XX. Exhibit M, Contractor's Obligation As a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) is added as an Exhibit to the Contract and is attached as Attachment III.

[illegible]

**COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES**

**IN WITNESS WHEREOF**, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number One to be subscribed on its behalf by the Director of Community and Senior Services and the CONTRACTOR has subscribed the same through its authorized officer, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Cynthia D. Banks, Director  
Community and Senior Services  
County of Los Angeles

**CONTRACTOR**

\_\_\_\_\_  
Contractor's Name (Print or Type)

By \_\_\_\_\_  
Authorized Signature

Name \_\_\_\_\_  
(Print or Type)

Title \_\_\_\_\_  
(Print or Type)

\_\_\_\_\_  
Name of Corporation/LLC (Print or Type)

By \_\_\_\_\_  
Authorized Signature                      Date

Name \_\_\_\_\_  
(Print or Type)

Title \_\_\_\_\_  
(Print or Type)

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL  
RAYMOND G. FORTNER, JR., County Counsel

BY \_\_\_\_\_  
Janice Kasai, Deputy County Counsel      Date